

DEPARTMENT OF INDUSTRIAL RELATIONS  
Division of Labor Statistics and Research  
455 Golden Gate Avenue, 9<sup>th</sup> Floor  
San Francisco, CA 94102

MAILING ADDRESS:  
P. O. Box 420603  
San Francisco, CA 94142-0603



## SCOPE OF WORK PROVISIONS

FOR

**PAINTER: ALL CLASSIFICATIONS**

IN

FRESNO, KINGS, MADERA AND TULARE COUNTIES

200-294-1

7-1-05

## PAINTERS' MASTER AGREEMENT

July 1, 2005 – June 30, 2008

### Preamble

**No. 1: THIS AGREEMENT**, amending the Painters & Decorators Joint Committee Master Agreement of July 1, 2005 is made and entered into this first day of July 2005 by and between the Painters' Union Local 294 (Mixed) IUPAT AFL-CIO, hereinafter referred to as the "Union," acting as the exclusive collective bargaining representative of the employee members of said union or who, hereafter become members thereof, and the Fresno PDCA/Fresno County Finish Contractors Association, acting as the exclusive collective bargaining representative of its employer members of said association or who, hereafter become members thereof, and any other employers or associations of employers who are signatory to this agreement, or any copy thereof, all hereinafter referred to as "Employers."

**No. 2: WITNESSETH:** That for, and in consideration of, harmonious relations between the parties signatory hereto and the public of Fresno, Madera, Kings, and Tulare Counties; and, the maintenance of stability of the conditions of employment and other mutually beneficial relations; and, for the purposes of preventing strikes and lockouts by facilitating just and peaceful adjustments of disputes and grievances that may arise from time to time; and, for the purpose of protecting and safeguarding the health and safety of all parties concerned, the parties signatory hereto have agreed that the understanding hereinafter set forth shall be binding on all members of the parties thereto individually and collectively. The Fresno PDCA/Fresno FCA is authorized to represent and bind, and does bind, all its members to this agreement without further action on the part of any said member.

**No. 3:** The Fresno PDCA/Fresno FCA recognizes Painters' Local Union No. 294 as the bargaining representative of all employees employed by the contractors herein, wherever such employees may be employed. Local No. 294 recognizes the Fresno PDCA/Fresno FCA as the representative of its members and the individual contractors who designate such chapter as such representative.

**RECEIVED**

Department of Industrial Relations

AUG 03 2005

Div. of Labor Statistics & Research  
Chief's Office

## SECTION I

**ARTICLE 1. Definitions:** An employer is one whose principal contracting business is the execution of contracts requiring the art, science, knowledge, experience, skills and ability to intelligently examine surfaces, and specify and execute the preliminary and preparatory work necessary to bring such surfaces to a condition where, under an agreed specification, acceptable work can be executed with the use of any and/or all of the following subdivisions of the Painting Industry as listed below.

Employer's signatory to this Agreement shall be those who are permitted by State License Law to perform work as painting and decorating contractors, and others covered by this Agreement, utilizing in their work any of the following:

- A.** Paints, pigments, oils, turpentine, japan driers, thinners, varnishes, lacquers, shellacs, stains, filler, waxes, cement, joint cement, water and other vehicles; mediums that may be mixed, used and applied to the surfaces of materials and of buildings, edifices, structures, monuments, and the appurtenances thereto, of every type and description in their natural state or condition, or constructed or fabricated of any material or materials whatsoever, and who provide:
- B.** Work or services pertaining to the application of texture materials of all types on all surfaces.
- C.** Work or services pertaining to the painting, flushing, and taping of drywall surfaces.
- D.** Work or services pertaining to the application of wallpaper, fabrics and all types of coverings or coatings whether decorative or protective, and all preparatory work necessary before said application.
- E.** Work or services pertaining to the application of tar products of similar nature whether they are plastic, vinyl, acrylics, epoxies, esters, urethane, etc., or any new product of this nature.
- F.** Work or services pertaining to the application of bond breaker materials, work or services pertaining to the finishing and surface preparation of all hardwood or softwood floors.
- G.** Work or services pertaining to the priming and finishing coats on fabricated metal or steel products in the fabricating shops.
- H.** Application, removal and sealing of asbestos surfaces.
- I.** Work or services pertaining to surface preparation of all types, including sandblasting, steam cleaning, building washing, and all methods used in the removal of previously painted surfaces, including lead-based paint abatement, caulking, tuck painting, spackling and wood dough work.

J. Work or services pertaining to painting of lines, arrows, bumpers, curbs, etc., in parking lots, air fields, highways, game courts (indoor and outdoor) and other such surfaces; installation and maintenance thereof, including lines of metal, plastic or composition materials used instead of paint.

K. All products and methods of application, which have or may be awarded to Painters' International, through jurisdictional procedure.

**NOTE:** It is not the intent of the party's signatory to this agreement to assume jurisdiction over any work not officially granted to autonomous unions of the Brotherhood of Painters, but to protect the work of signatory Employers and of the Brotherhood of Painters and Allied Trades.

## SECTION II

**ARTICLE 1. Maintenance Employer:** Any individual, firm, co-partnership, corporation or other association who owns, leases, rents, or operates any building or portion thereof containing apartments, rooms, offices, stores, factories, industrial plants, or amusement centers used or intended or designated to be used, let out, or hired out to be occupied by guests or tenants for compensation and/or occupied by the maintenance employer.

A. Maintenance Employers shall be exempt from all provisions of this agreement except hours, wages, working conditions (including spray regulation), Worker's Compensation Insurance, Social Security provisions, safety regulations, hospitalization and medical insurance and other rules of state or municipal departments, Commissions and Health Officers, and shall possess the current Shop Card issued by the Painters' Joint Committee.

B. Journeyman Painters entering the employ of said Maintenance Employer shall be employed for a period of not less than six months duration, except that Maintenance Employers shall be prohibited to discharge or layoff for cause.

C. Maintenance Employers shall confine their painting, decorating and paperhanging activities strictly to existing surfaces of said building. The Maintenance Employer on alterations or new additions to the said building shall perform no work of the trade, whether performed by the building employer or let out for contract, cost plus time & material, or any other basis.

D. A Special Maintenance Shop Card shall be issued to corporations or companies to do painting on their own property without becoming a part of the Association or as a Non-Member Signatory. No holder of a Special Maintenance Shop Card shall be allowed to employ more than three (3) Journeyman painters.

**ARTICLE 2. Journeyman:** A Journeyman is defined as an individual who has completed his apprenticeship or passed the required examination as to his proficiency as a mechanic to perform the duties pertaining to the painting industry as an employee. Exam to be agreed upon by both parties.